



**CITY OF NEWARK
DELAWARE**

BIDDER

BID SECURITY

CONTRACT NO. 19-01

FURNISHING LABOR AND EQUIPMENT FOR
TREE PRUNING, REMOVAL AND CREEK CLEARANCE
OPERATIONS

NOTICE

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

CONTRACT NO. 19-01

FURNISHING LABOR AND EQUIPMENT FOR TREE PRUNING, REMOVAL AND CREEK CLEARANCE
OPERATIONS

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CONTRACT NO. 19-01

FURNISHING LABOR AND EQUIPMENT FOR TREE PRUNING, REMOVAL AND CREEK CLEARANCE
OPERATIONS

NOTICE OF LETTING

Sealed bids for Contract No. 19-01, Furnishing Labor and Equipment for Tree Pruning, Removal and Creek Clearance Operations, will be received in the Purchasing Office, Newark Municipal Building, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time on Tuesday, February 5, 2019, and will be publicly opened and read aloud in the Council Chamber shortly thereafter.

The contract documents may be obtained from the City website at www.newarkde.gov.

CONTRACT NO. 19-01

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OPERATIONS

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the Proposal Form included herein. The Proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked City of Newark - Contract No. 19-01, Furnishing Labor and Equipment for Tree Pruning, Removal and Creek Clearance Operations, and will be received in the Purchasing Office, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time, Tuesday, February 5, 2019. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

2. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the first-year budget estimate, payable to the City of Newark. For the purpose of calculating the bid security, this contract has a first-year budget estimate of \$55,400. Failure to provide the required Bid Security may be grounds for rejection of the bid.

If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the Bid Security deposited with the bid. Any certified check or cashier's check submitted as Bid Security shall be returned to all unsuccessful bidders within sixty (60) calendar days after the bid opening date.

3. CONTRACT SURETY BOND

The successful bidder shall provide the City with a Contract Surety Bond in the amount of the full first-year budget estimate of \$55,400 guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed agreement within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the Contract Surety Bond, the City will return any certified check or cashier's check submitted as Bid Security by the successful bidder.

4. TAXES

The bid price(s) shall not include federal or state taxes. If applicable, the bidder must furnish the City with the necessary tax exemption forms in triplicate upon submission of his invoice.

5. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to reject any or all bids and to waive minor irregularities and defects in form where the best interests of the City would be served. The City reserves the right to divide the award of the contract into each of the parts designated in the specifications, site requirements and proposal.

6. DURATION

This contract is to start March 1, 2019. The contractor shall hold firm the unit prices for labor, supplies and equipment for a period of thirty-six (36) months from the date of the award.

7. INQUIRIES

Any inquiries regarding technical specifications should be directed to Tom Zaleski, Parks Superintendent, at (302) 561-5017. Questions regarding the bidding procedure should be directed to Mark Brainard, Assistant to the Managers, at (302) 366-7000.

8. LICENSING AND PREFERENCE FOR DELAWARE LABOR

The successful bidder and any subcontractors shall be licensed to operate in the State of Delaware, shall be registered as a contractor in the City of Newark and shall possess all other required licenses.

According to Delaware State Law, any person, company, or corporation who violates the requirements of Delaware Code Title 29, Section 6962 regarding preference for Delaware Labor shall pay a penalty to the State Secretary of Finance equal to the amount of compensation paid to any person in violation of this Section. This regulation is waived if it is in conflict with Federal requirements.

9. NON COLLUSION

Bidders are prohibited from entering into any agreement, participating in any collusion or otherwise taking any action in restraint of free competitive bidding in connection with this bid.

10. EQUAL OPPORTUNITY EMPLOYER

The contractor awarded this contract shall be a fair and equal opportunity employer.

11. ADDENDA

Any changes to the bid documents shall be made only by written addenda issued no later than four (4) calendar days prior to the date set for bid opening. Prospective bidders shall bear the entire responsibility for being sure they have received any and all such addenda.

12. REGULATIONS AND EXCEPTIONS

Any and all exceptions to the specifications or other bidding requirements must be noted in the space provided on the Proposal form. Any exceptions may constitute suitable grounds for rejection of the bid.

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code.

Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application.

The contractor will be required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City. Prior to commencing removal and remediation efforts, the contractor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS.

Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the contractor.

The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

13. ADVERTISEMENT

It is further agreed that any bidder submitting a bid will not use the name of the City of Newark in any advertisement without first obtaining the written consent of the City Manager.

14. FAMILIARITY WITH PROPOSED WORK

The contractor shall carefully examine the project site, contract document and specifications and become familiar with the full scope of the work to be completed. The contractor shall not, at any time after the execution of the contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions or character of the work to be performed under this contract.

15. COMPLETION OF WORK/REQUIREMENTS

- A. ISA certification for tree pruning and deadwooding is not necessary but will be considered upon reviewing the submitted bids. If there is an ISA certified arborist on staff, please note on the enclosed Proposal form and include proof of certification.
- B. All work shall be completed within fifteen (15) working days upon receiving written notification by regular mail, email or FAX or upon being given verbal notification from the Parks Superintendent, Parks Supervisor or Parks and Recreation Director. Should a natural disaster occur, all work must be completed within twenty-five (25) working days upon receiving notification. Should the situation be deemed life threatening, work shall be completed within 24 hours of verbal/written confirmation by the Parks Superintendent or his approved equal. Working days are hereby defined as Monday through Friday between 7 a.m. and 5 p.m. unless prior approval is obtained from the Parks and Recreation Director.
- C. The contractor is to supply all tools, equipment, vehicles, waders, etc. necessary to complete the job.
- D. All pruning to be done in accordance with current ANSI standards A-300.
- E. Cabling, logging, stump removal, lightning protection, etc., are not within the scope of this contract and if done, will be charged at an additional cost if requested by the City.

16. PROTECTION TO PUBLIC PROPERTY

- A. The contractor shall insure protective measures to the general public and to the occupants of property adjacent to the work site. All work shall be executed with the utmost concern for the safety of the public.
- B. The contractor shall comply with all traffic and safety laws as required by the City of Newark and the State of Delaware.
- C. The contractor shall be strictly responsible for any and all damages or injury of every kind and description, which directly or indirectly may be done to any property or sustained by any persons during the performance of the work. Special care shall be given when traveling across field/turf areas with machinery. Whenever possible, alternate routes should be used to avoid field/turf damage.
- D. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, the contractor shall restore at his own expense such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.
- E. The City realizes that in certain creek clearance operations, damage to turf areas may be unavoidable. At the discretion of the City, repair to those sites will be waived and, if

necessary, repaired by the City of Newark.

17. LIST OF SUBCONTRACTORS' CERTIFICATION

Each bidder shall execute and submit with every bid, when applicable, a list of subcontractors, including complete names and addresses, who services the bidder intends to use in performing any and all work under the contract. Bids submitted without such a list, or with a list not completely or properly executed, are subject to rejection.

Each bidder is required to notify all subcontractors that they are obligated to comply with the provisions of Federal, State, and City law as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The bidder shall certify compliance with this requirement on the list of subcontractors.

After the contract has been awarded, the successful bidder shall not substitute a subcontractor for another subcontractor whose name was set forth on the subcontractor list which accompanied his bid, without the written consent of the City.

18. COMPENSATION AND LIABILITY INSURANCE

- A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them.
- B. The Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

- \$2,000,000 Each Occurrence Limit
 - \$2,000,000 Personal & Advertising Injury Limit
 - \$3,000,000 Annual Aggregate Limit
 - \$3,000,000 Products-Completed Operations Limit
 - \$1,000,000 Business Auto Liability Limit
 - \$5,000,000 Commercial Umbrella Limit

The Prime/General Contractor, The City of Newark (Owner) and all other parties required of the general Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

Subcontractors approved in association with the hiring of a Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

- \$1,000,000 Each Occurrence Limit

\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$3,000,000 Commercial Umbrella Limit

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for thirty (30) days following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than thirty (30) days following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

C. A copy of the Certificate of Insurance must accompany each bid.

The Prime Contractor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.

19. INSPECTIONS

Inspections will be performed by the City of Newark Department Parks Superintendent or their designees.

20. REMOVAL OF DEBRIS

A. The contractor shall be responsible for cleaning up the work site and hauling away any and all debris.

B. During creek clearance operations, any wood blocking the trail will be cut and removed from the trail to allow clear passage. Also, as much as possible, all cut wood, limbs, etc. shall be hauled back into the woods a minimum of 25 feet from the top of the creek bank. Any wood within the creek itself shall be removed from the creek and placed a similar distance from the creek bank.

21. TERMINATION OF AGREEMENT AND INDEMNIFICATION

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

Indemnification – The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

22. BIDDING ON CONTRACT

All price quotes are to be shown “per man hour” on the provided Proposal page.

23. REFERENCES

Bidders must provide four (4) business references consisting of current or previous customers (within the past two calendar years) where similar services are/were provided.

24. PERSONNEL

All services required under the contract shall be performed by the contractor or under his direct supervision and all personnel, including sub-contractors, shall be fully qualified and shall be authorized under local law to perform such a service. None of the work covered under this contract shall be sub-contracted without prior written approval of the Parks and Recreation Director.

Workers are to present a neat appearance at all times. The contractor shall utilize competent employees. At the request of the Parks and Recreation Director, Parks Superintendent or Parks Supervisor, the contractor will replace any incompetent, abusive or disorderly persons and will not schedule them to work at any location covered under this contract.

The contractor shall do a background check of all employees who will be working on City property and shall supply the findings to the City at the City's request.

25. VENDOR EMERGENCY POINT OF CONTACT

The successful bidder shall provide the name(s) and telephone numbers (land line and cell) of those individuals who can be contacted in an emergency situation.

26. TERMS OF CONTRACT

The length of the contract will be for three (3) years. By mutual consent of the contracted firm(s) and the City, the contract may be renewed or extended for three (3) additional one (1) year periods, not to exceed a total of three (3) years. This option shall be exercised only if agreed to in writing by both parties and approved by the City Manager and/or City Council where applicable.

27. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

28. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals if deemed to be in the best interest of the City to do so and to waive any irregularities or defects where the best interest of the City would be served. The City reserves the right to enter into contract with more than one firm in order to ensure that the City receives adequate representation to perform the scope of services involved with each project.

29. CANCELLATION OF CONTRACT

The City of Newark reserves the right, at its sole discretion, to cancel this contract in whole or in part.

30. FUNDING AVAILABILITY

This agreement may be terminated if monies are not appropriated annually by the Mayor and Council for the purposes of this agreement. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

CONTRACT NO. 19-01

FURNISHING LABOR AND EQUIPMENT FOR TREE PRUNING, REMOVAL AND CREEK CLEARANCE
OPERATIONS

TECHNICAL SPECIFICATIONS

1. SCOPE

The scope of work covers the removal, pruning and deadwooding of trees and creek clearances for a thirty-six (36) month period from the date of award by the City. The contractor shall provide all labor and equipment necessary to complete the work specified. All work shall comply with City requirements.

2. FURNISHING OF SERVICES

A. General Requirements

1. All work shall be authorized by the City on an as needed basis. The actual scheduling of work shall be mutually determined by the City and the contractor.
2. Work sites are to be cleared of all wood chips and debris (raked and/or blown) unless written notice to do otherwise is given by the City.
3. The contractor will not start any job without written or verbal notice from the City specifying the exact work to be completed.
4. The contractor is to supply all tools, waders, equipment, protective clothing/safety equipment, etc. necessary to complete any job assignments.
5. The contractor will be responsible for repairing or replacing any turf, hardsurface or plant material damaged in the process of tree pruning or removal operations at his/her own cost.

B. Pruning and Deadwooding Tasks

1. All thinnings are to be a Class 2 hazard reduction pruning and deadwooding (1" and larger), unless otherwise authorized by the Parks Superintendent. Remove all dead/dying, diseased, obstructing and weak wood as needed to promote good tree health and viability.
2. All tree pruning and deadwooding shall be done under the direction and supervision of a foreman with a minimum of five years tree pruning experience. If requested, documentation of work experience with references will be made available to the City.

3. No spiking of the tree shall occur in tree pruning and deadwooding operations. Use only a bucket truck or rope and saddle equipment. Spiking will only be allowed in tree removal operations.

C. Tree Removal and Creek Clearance Operations

1. All tree removals will be to grade unless otherwise specified by the Parks Superintendent.
2. In creek clearance operations, the work crew is to take all possible safety measures to prevent fluid spills in the creek. The City must be notified immediately should any such spill occur. Contact should be made to one of the following:

Tom Zaleski, Parks Superintendent
(302) 366-7000 ext. 4004 (shop) (302) 561-5017 (cell)

Rich Gregg, Parks Supervisor
(302) 366-7000 ext. 4003 (shop) (302) 561-5065 (cell)

Kelley Dinsmore, Stormwater Program Coordinator
(302) 366-7000 ext. 2106 (office) (302) 837-7502 (cell)

3. ACCESS TO JOB SITES

It shall be the responsibility of the contractor to obtain permission from the City and/or private property owner if necessary to enter upon or use in any manner property outside the public right of way.

4. BASIS OF PAYMENT

- A. Payment for services shall be made in accordance with the unit prices stipulated in the proposal. If work requires equipment or personnel not listed in the proposal, the unit price for said equipment and labor shall be as negotiated by the City and the contractor prior to beginning work.
- B. A representative of the City will verify the number of hours worked by the contractor on a day-to-day basis. The contractor shall be required to punch in at the time clock located at the City maintenance yard prior to starting work and after completion of work. The Parks Superintendent will supply the time card. Failure to do so could result in non-payment for services rendered. No payment shall be made until the work is accepted by the City.
- C. Normal work hours are defined in this contract as Monday through Saturday 7 a.m. – 5 p.m.

- D. Premium work hours are defined in this contract as Monday through Saturday 5 p.m. – 7 a.m. and all-day Sunday. Premium work hours MUST be authorized in advance by the Parks and Recreation Director. Without prior authorization, premium hourly rates will not be paid.
- E. From time to time the City is awarded state, federal or other grant funds to complete tree work. Any work using these funding sources by the City will be considered outside the scope of this document and not covered under this contract.

CONTRACT NO. 19-01

FURNISHING LABOR AND EQUIPMENT FOR TREE PRUNING, REMOVAL AND CREEK CLEARANCE
OPERATIONS

PROPOSAL

TO: The Mayor and City Council
Newark, Delaware

FROM: _____

The undersigned as a lawfully authorized agent for the below named Bidder, has carefully examined the General Provisions, Specifications, and Proposal to be known as Contract No. 19-01, Furnishing Labor and Equipment for Tree Pruning, Removal and Creek Clearance Operations, and binds himself/herself on award to him/her by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which contract this Proposal and said General Provisions and any addenda shall be a part, and to furnish all materials and provide all machinery, tools and labor necessary to perform and complete the work within the time required by the contract in complete accordance with said General Provisions and Specifications, at the following named prices:

	<u>Normal Man</u> <u>Hour Rates</u>	<u>Premium Man</u> <u>Hour Rates</u>
Tree Removal/Creek Clearance	\$ _____	\$ _____
Tree Pruning/Deadwooding	\$ _____	\$ _____
ISA Certified Arborist (Yes/No) (attach documentation to submitted proposal)	_____	

The above labor and equipment costs shall include all overhead and profit margins and shall be kept firm for **thirty-six (36) months** from the date on the award of contract. During the contract period, the contractor shall provide sufficient manpower to complete work in a safe, efficient manner.

This proposal shall be irrevocable for a period of 60 days after bids are opened.

Exceptions: _____

DATE: _____

BIDDER: _____

BY: _____
Legally authorized representative

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL: _____

CONTRACT NO. 19-01

FURNISHING LABOR AND EQUIPMENT FOR TREE PRUNING, REMOVAL AND CREEK CLEARANCE
OPERATIONS

BOND TO ACCOMPANY PROPOSAL

(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of
_____ of the County of _____ and State of
_____, principal, and _____ of
_____ as surety, legally authorized to do business in the State of
Delaware, are held and firmly bound unto the City of Newark in the sum of
_____ dollars, to be paid to said City of Newark for use and benefit
of the Mayor and Council of Newark, for which payment well and truly be made, we do bind
ourselves, and each of our heirs, executors, administrators and successors, jointly and severally,
for and in the whole, firmly by these presents. Sealed with our seal dated the _____ day
of _____ in the year of our Lord, two thousand and nineteen (2019).

NOW THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the above bounded principal
_____ who has submitted to said City of Newark, a
certain proposal to enter into a certain Contract No. 19-01, Furnishing Labor and Equipment for
Tree Pruning, Removal and Creek Clearance Operations, and if said _____ shall
well and truly enter into and executes said contract and furnish therewith such Surety Bond or Bonds
as may be required by the terms of said contract and approved by said City of Newark, said Contract,
and said Bond to be entered into within fourteen (14) calendar days after the date of official notice
of award thereof in accordance with the terms of said proposal, then this obligation to be void,
otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE
PRESENCE OF WITNESS

SIGNED _____ (SEAL)

BY _____ (SEAL)

SIGNED _____ (SEAL)

BY _____ (SEAL)

BIDDER _____

LISTING OF SUBCONTRACTORS – CONTRACT NO. 19-01

Bidder/contractors shall fill in the following listing of subcontractors they may use in the performance of the contract work. **Subcontracting will only be considered by the City in the event of an extreme natural disaster.** No subcontractor shall be substituted for any listed below without the written consent of the City. Contractor hereby certified that he has notified all subcontractors that they are obligated to comply with the provisions of Federal or State laws as they pertain to this project and they must submit evidence of such compliance upon notice of request.

1. Name: _____

Address _____ City _____ State _____ Zip _____

Type of Work: _____

2. Name: _____

Address _____ City _____ State _____ Zip _____

Type of Work: _____

3. Name: _____

Address _____ City _____ State _____ Zip _____

Type of Work: _____

4. Name: _____

Address _____ City _____ State _____ Zip _____

Type of Work: _____

Date: _____ Bidder/Contractor: _____

By: _____

Its legally authorized representative

Print Name: _____

Check: __Corporation __Partnership __Individual

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

REFERENCES – CONTRACT NO. 19-01

Provide the following information for four (4) references who will attest to your company's ability to undertake and complete this type of work.

1. Customer reference information:

Name (Print) _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Email: _____

2. Customer reference information:

Name (Print) _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Email: _____

3. Customer reference information:

Name (Print) _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Email: _____

4. Customer reference information:

Name (Print) _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Email: _____